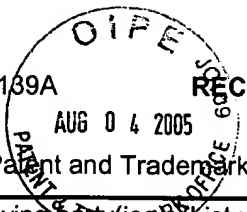


Client Code: QSOFT.139A

**RECORDATION FORM COVER SHEET  
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To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Pat Stephenson</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>( ) Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Name:</b> Laminar Software, Inc.</p> <p><b>Internal Address:</b></p> <p><b>Street Address:</b> 1006 Sarah Street</p> <p><b>City:</b> Pittsburgh <b>State:</b> PA</p> <p><b>ZIP:</b> 15203</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>( ) Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment ( ) Security Agreement</p> <p>( ) Merger ( ) Change of Name</p> <p>( ) Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>November 8, 2001</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 09/853,371</p> <p>Filing Date: May 11, 2001</p> <p>Additional numbers attached?</p> <p>( ) Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 20,995</p> <p><b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP 2040 Main Street, 14<sup>th</sup> Floor Irvine, CA 92614</p> <p><b>Return Fax:</b> (949) 760-9502</p> <p><b>Attorney's Docket No.:</b> QSOFT.139A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Enclosed</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>John R. King</u> Name of Person Signing</p> <p><u>John R. King</u> Signature</p> <p><u>8/2/05</u> Date</p> <p>34,362 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 8</p>	

Documents transmitted via Mail to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
Director, U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made this 8<sup>th</sup> day of November, 2001 ("Effective Date") by and between PAT STEPHENSON, an individual residing in the Commonwealth of Pennsylvania (the "Transferor"), and LAMINAR SOFTWARE, INC., a Pennsylvania corporation (the "Company").

### RECITALS:

A. Transferor is a principal shareholder and is or has been a director and/or executive officer of the Company;

B. The Company and the Transferor propose to enter into an Asset Purchase Agreement ("Purchase Agreement") with Quest Software, Inc., a California corporation ("Quest"), pursuant to which the Company will sell, transfer and assign to Quest, and Quest will purchase from the Company, all or substantially all of the assets of the Company on the terms and subject to the conditions of the Purchase Agreement (the "Asset Sale"); and

C. The Company's assets to be sold to Quest pursuant to the Agreement include all of the Company's right, title and interest in, to and under the Intangible Property Rights, as such term is defined in the Agreement (the "IP Rights"); and

D. Transferor, in connection with his employment relationship with the Company, has previously executed and delivered to the Company Employment Terms and Conditions, a copy of which is attached hereto, by which the Transferor agreed to, among other things, certain provisions concerning assignment of copyrightable works and assignment of inventions (the "Employment Terms"); and

E. In satisfaction of the condition described in Section 8.1(f) of the Purchase Agreement, the Transferor desires to assign to the Company all right, title and interest that Transferor may hold in or to the IP Rights, and the Company desires to accept such assignment.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Agreement, the Company and Transferors agree as follows:

1. For good and valuable consideration, including, without limitation, the consideration described in the Employment Terms, Transferor hereby sells, assigns, grants, conveys and transfers to the Company in perpetuity, and the Company hereby accepts from Transferor, any and all of Transferor's right, title and interest in and to the IP Rights. Nothing in this Agreement is intended to affect any of the Transferor's obligations under the Employment Terms, which are intended to survive the termination of Transferor's employment with the Company, all of which shall continue in full force and effect unless otherwise specifically agreed by the Company, Quest and the Transferor. Transferor acknowledges that Quest is an intended third party beneficiary of the Employment Terms as successor in interest to the Company.

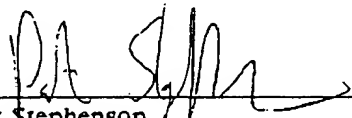
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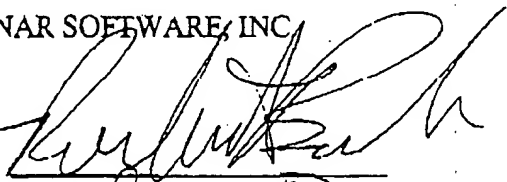
2. To the extent allowed by law, Section 1 includes a transfer by Transferor of all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" or the like (collectively "Moral Rights") in respect of the IP Rights. To the extent Transferor retains any such Moral Rights under applicable law, Transferor hereby ratifies and consents to any action that may be taken with respect to such Moral Rights by or authorized by the Company or Quest and agrees not to assert any Moral Rights with respect thereto. Transferor will confirm any such ratifications, consents and agreements from time to time as reasonably requested by the Company or Quest.

3. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

  
Pat Stephenson

LAMINAR SOFTWARE, INC.

By:   
Name: ROBERT BARKER  
Title: PRESIDENT

COPY

COPY

**ASSET PURCHASE AGREEMENT**

dated as of November , 2001

by and among

**QUEST SOFTWARE, INC.,**

**LAMINAR SOFTWARE, INC.,**

**ROBERT J. BARKER and PAT STEPHENSON,**

**and**

**The holders of Laminar Convertible Notes Party Hereto**

COPY

## ARTICLE VIII

### CLOSING DELIVERIES

#### 8.1 Closing Deliveries of the Company, the Shareholders and the Noteholders.

Concurrently with the execution and delivery of this Agreement, the Company, the Shareholders and the Noteholders, as applicable, shall deliver to Quest the following documents and instruments, in form and substance reasonably satisfactory to Quest:

- (a) Bill of Sale. A duly executed Bill of Sale and such other instruments of transfer as may be reasonably requested by Quest, in form and substance reasonably satisfactory to Quest, providing for the transfer of the Purchased Assets.
- (b) Consents. Duly executed copies of all consents of third parties required in order for the Company and the Shareholders to consummate the transactions contemplated by this Agreement, in form and substance reasonably satisfactory to Quest, including, without limitation, an assignment of lease (and consent to such assignment) relating to that certain Lease between the Company and Regional Industrial Development Corporation of Southwestern Pennsylvania, dated August 1, 2001, concerning the real property located at 800 Penn Ave., Pittsburgh, Pennsylvania 15222.
- (c) Secretary's Certificate. A certificate of its Secretary certifying as to:
  - (i) Resolutions of its shareholders and Board of Directors approving and authorizing the execution, delivery and performance of this Agreement and the execution, delivery and performance of all other agreements, documents and transactions contemplated hereby; and
  - (ii) The incumbency of its officers executing this Agreement and all other agreements and documents contemplated hereby.
- (d) Proprietary Information Agreements. Proprietary Information Agreements with Quest in Quest's standard form from all former employees of the Company who are expected to become employed by Quest following the date of this Agreement.
- (e) Opinion. A duly executed legal opinion from Buchanan Ingersoll Professional Corporation, substantially in the form attached hereto as Exhibit B.
- (f) Transfer of Rights to Technology. An assignment of intellectual property rights from each Shareholder pursuant to which each Shareholder has transferred, sold, assigned and otherwise conveyed to the Company, all right, title and interest that he may hold, individually or jointly with any other person or entity, directly or indirectly, in or to the Intellectual Property Rights.
- (g) Employment Agreements. Duly executed Quest employment agreements in the forms attached hereto as Exhibits C-1 through C-6 (the "Employment Agreements") from each of Stephenson, Mike Comer, Gary Patalsky, Anand Byrappagari, Diane Gruseck and Inna Nill.
- (h) Release of Encumbrances. Such documents and instruments as Quest may reasonably request to evidence the release of all Encumbrances to which any of the

COPY

Purchased Assets are subject (other than Encumbrances in favor of Quest) including, without limitation, to the extent any financing statements have been filed or any other filings made to perfect a security interest therein, UCC termination statements and such other filings as Quest may reasonably request in order to evidence the release of such Encumbrances.

(i) Separation Agreement. A duly executed separation and release agreement between the Company and Barker, in a form reasonably satisfactory to Quest.

(j) Other Deliveries. Such other documents and instruments as Quest may reasonably request to evidence or effectuate the transactions contemplated by this Agreement.

8.2 Closing Deliveries of Quest. Concurrently with the execution and delivery of this Agreement, Quest shall deliver to the Company the following documents and instruments, in form and substance reasonably satisfactory to the Company.

(a) Secretary's Certificate. A certificate of its Secretary or Assistant Secretary certifying resolutions of its Board of Directors authorizing the execution, delivery and performance of this Agreement and the execution, delivery and performance of all other agreements, documents and transactions contemplated hereby; and the incumbency of the officers of Quest executing this Agreement and all other agreements and documents contemplated hereby.

(b) Stock Certificates. One or more duly executed stock certificates of Quest registered in the name of the Company and evidencing the ownership of the Quest Common Stock (or cash in lieu thereof as provided in Section 3.1 of this Agreement).

(c) Other Deliveries. Such other documents and instruments as the Company may reasonably request to evidence or effectuate the transactions contemplated by this Agreement.

## ARTICLE IX

### INDEMNIFICATION

9.1 Indemnity. The Noteholders jointly and severally agree to indemnify and hold harmless Quest in respect of any and all Damages (as defined below) that Quest incurs by reason of any Indemnifiable Items (as defined below). As used herein, "Damages" shall mean any direct loss, expense, liability or other damage, including, without limitation, reasonable attorneys' fees, accountants' fees, and all other reasonable costs and expenses of litigation, investigation, defense or settlement of claims (including costs of all appeals related thereto) and amounts paid in settlement to the extent of the amount of such loss, expense, liability or other damage that Quest incurs by reason of the breach by the Company or a Shareholder or Noteholder of any representation, warranty, covenant or agreement of the Company, the Shareholders or the Noteholders, as applicable, contained herein (all such Damages are referred to collectively as the "Indemnifiable Items"). Other than the provisions set forth in this Section 9.1 and in Section 9.3 below, nothing contained in this Article IX shall limit the liability of the Company, the Shareholders or the Noteholders for any breach of any representation, warranty or covenant.

9.2 Third-Party Claims. In the event that a third party asserts or threatens a claim which Quest believes may entitle it to indemnification hereunder, Quest shall promptly notify the

COPY

SCHEDULE 1. LIST OF ASSETS

1.1 Purchased Assets.

(a) Fixed Assets.

Laptops

- 1 Dell Inspiron 8000
- 1 Dell Inspiron 7500
- 13 Dell Latitude CSx 500
- 5 Inspiron 4000

Desktops

- 1 Dell Dimension T500
- 9 Dell Dimension 4100
- 1 Dell Dimension L500
- 4 Dell GX 150

NT Servers

- 1 Dell PowerEdge 300
- 1 Dell PowerEdge 2400

Unix development machines

- 1 Sun Ultra 10 with monitor
- 2 Sun Blade 100 with monitor
- 1 IBM RS/6000 7043-240

Accessories

- 1 projector
- 2 Laser printers
- 1 Inkjet printer
- 29 external monitors
- 10 network switches
- Assorted external keyboards/mice
- VPN box
- Fax/copier

Phone

- 1 Nexpath phone switch with 30 internal lines and 18 outside lines
- 25 telephones

Software

- JDMK developer kit, 1 user
- AdventNet developer kit, 1 user
- Perforce, 20 users
- Microsoft Office for each laptop
- Adobe Photoshop, 1 user

Furniture

- 20 secondhand 6x8 cubes
- Assorted secondhand conference room tables and chairs

(b) Assigned Contracts.

Lease on 3<sup>rd</sup> floor of 800 Penn Avenue.

COPY

Agreements with XO Communications and Broadstreet Communications for DSL service to 3<sup>rd</sup> floor of 800 Penn Avenue.

Agreements with Adelphia, for telephone service to 3<sup>rd</sup> floor of 800 Penn Avenue.

Contracts listed in Schedule 4.11 and Schedule 4.17(b).

(c) N/A.

(d) Intangible Property and other Assets.

(i) Marks.

Company name Laminar Software, Inc., domains "www.laminarsoft.com", "www.laminarsoft.net", "www.laminarsoftware.com", and the Laminar "circle L" logo; Product name: "eFlex", domain "eflex.net". The company has not registered or applied for registration for any of these trademarks. The company purchased the domain "eflex.net" pursuant to the "Domain Name Transfer and Assignment Agreement" dated August 27, 2001.

(ii) Patents.

Patent / Application Number	Filing / Issue Date	Title	Named Inventors	Owned / Licensed
Provisional application 60/203,206	Filed 5/11/2000	Method of altering behavior of a computer system based on available resources	Robert Barker Pat Stephenson	Assigned to Company by inventors
Application 09/853,371	Filed 5/11/2001	Graceful Degradation System (utility patent application following above).	Pat Stephenson Robert Barker	Assigned to Company by inventors

(iii) Copyrights. None.

(iv) Trade Secrets. None.

1.2 Corporate bank account at PNC. Corporate brokerage account at Merrill Lynch.



Client Code: QSOFT.139A

AUG 04 2005

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

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To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Robert J. Barker</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>( ) Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Name:</b> Laminar Software, Inc.</p> <p><b>Internal Address:</b></p> <p><b>Street Address:</b> 1006 Sarah Street</p> <p><b>City:</b> Pittsburgh <b>State:</b> PA</p> <p><b>ZIP:</b> 15203</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>( ) Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment ( ) Security Agreement</p> <p>( ) Merger ( ) Change of Name</p> <p>( ) Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>November 8, 2001</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 09/853,371</p> <p>Filing Date: May 11, 2001</p> <p>Additional numbers attached?</p> <p>( ) Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 20,995</p> <p><b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP 2040 Main Street, 14<sup>th</sup> Floor Irvine, CA 92614</p> <p><b>Return Fax:</b> (949) 760-9502</p> <p><b>Attorney's Docket No.:</b> QSOFT.139A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Enclosed</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p>John R. King Name of Person Signing</p> <p>34,362 Registration No.</p> <p><i>John R. King</i> Signature</p> <p>8/2/05 Date</p> <p>Total number of pages including cover sheet, attachments and document: 8</p>	

Documents transmitted via Mail to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
Director, U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made this 8<sup>th</sup> day of November, 2001 ("Effective Date") by and between ROBERT J. BARKER, an individual residing in the Commonwealth of Pennsylvania (the "Transferor"), and LAMINAR SOFTWARE, INC., a Pennsylvania corporation (the "Company").

RECITALS:

A. Transferor is a principal shareholder and is or has been a director and/or executive officer of the Company;

B. The Company and the Transferor propose to enter into an Asset Purchase Agreement ("Purchase Agreement") with Quest Software, Inc., a California corporation ("Quest"), pursuant to which the Company will sell, transfer and assign to Quest, and Quest will purchase from the Company, all or substantially all of the assets of the Company on the terms and subject to the conditions of the Purchase Agreement (the "Asset Sale"); and

C. The Company's assets to be sold to Quest pursuant to the Agreement include all of the Company's right, title and interest in, to and under the Intangible Property Rights, as such term is defined in the Agreement (the "IP Rights"); and

D. Transferor, in connection with his employment relationship with the Company, has previously executed and delivered to the Company Employment Terms and Conditions, a copy of which is attached hereto, by which the Transferor agreed to, among other things, certain provisions concerning assignment of copyrightable works and assignment of inventions (the "Employment Terms"); and

E. In satisfaction of the condition described in Section 8.1(f) of the Purchase Agreement, the Transferor desires to assign to the Company all right, title and interest that Transferor may hold in or to the IP Rights, and the Company desires to accept such assignment.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Agreement, the Company and Transferors agree as follows:

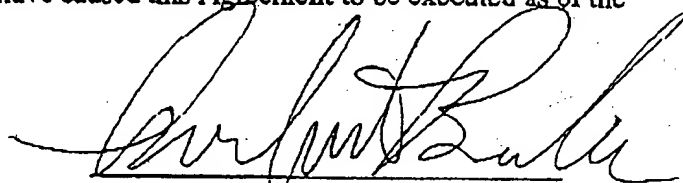
1. For good and valuable consideration, including, without limitation, the consideration described in the Employment Terms, Transferor hereby sells, assigns, grants, conveys and transfers to the Company in perpetuity, and the Company hereby accepts from Transferor, any and all of Transferor's right, title and interest in and to the IP Rights. Nothing in this Agreement is intended to affect any of the Transferor's obligations under the Employment Terms, which are intended to survive the termination of Transferor's employment with the Company, all of which shall continue in full force and effect unless otherwise specifically agreed by the Company, Quest and the Transferor. Transferor acknowledges that Quest is an intended third party beneficiary of the Employment Terms as successor in interest to the Company.

COPY

2. To the extent allowed by law, Section 1 includes a transfer by Transferor of all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" or the like (collectively "Moral Rights") in respect of the IP Rights. To the extent Transferor retains any such Moral Rights under applicable law, Transferor hereby ratifies and consents to any action that may be taken with respect to such Moral Rights by or authorized by the Company or Quest and agrees not to assert any Moral Rights with respect thereto. Transferor will confirm any such ratifications, consents and agreements from time to time as reasonably requested by the Company or Quest.

3. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.



Robert J. Barker

LAMINAR SOFTWARE, INC.

By:

Name:

Title:

SENIOR

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**ASSET PURCHASE AGREEMENT**

dated as of November , 2001

by and among

**QUEST SOFTWARE, INC.,**

**LAMINAR SOFTWARE, INC.,**

**ROBERT J. BARKER and PAT STEPHENSON,**

and

**The holders of Laminar Convertible Notes Party Hereto**

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## ARTICLE VIII

### CLOSING DELIVERIES

#### 8.1 Closing Deliveries of the Company, the Shareholders and the Noteholders.

Concurrently with the execution and delivery of this Agreement, the Company, the Shareholders and the Noteholders, as applicable, shall deliver to Quest the following documents and instruments, in form and substance reasonably satisfactory to Quest:

(a) Bill of Sale. A duly executed Bill of Sale and such other instruments of transfer as may be reasonably requested by Quest, in form and substance reasonably satisfactory to Quest, providing for the transfer of the Purchased Assets.

(b) Consents. Duly executed copies of all consents of third parties required in order for the Company and the Shareholders to consummate the transactions contemplated by this Agreement, in form and substance reasonably satisfactory to Quest, including, without limitation, an assignment of lease (and consent to such assignment) relating to that certain Lease between the Company and Regional Industrial Development Corporation of Southwestern Pennsylvania, dated August 1, 2001, concerning the real property located at 800 Penn Ave., Pittsburgh, Pennsylvania 15222.

(c) Secretary's Certificate. A certificate of its Secretary certifying as to:

(i) Resolutions of its shareholders and Board of Directors approving and authorizing the execution, delivery and performance of this Agreement and the execution, delivery and performance of all other agreements, documents and transactions contemplated hereby; and

(ii) The incumbency of its officers executing this Agreement and all other agreements and documents contemplated hereby.

(d) Proprietary Information Agreements. Proprietary Information Agreements with Quest in Quest's standard form from all former employees of the Company who are expected to become employed by Quest following the date of this Agreement.

(e) Opinion. A duly executed legal opinion from Buchanan Ingersoll Professional Corporation, substantially in the form attached hereto as Exhibit B.

(f) Transfer of Rights to Technology. An assignment of intellectual property rights from each Shareholder pursuant to which each Shareholder has transferred, sold, assigned and otherwise conveyed to the Company, all right, title and interest that he may hold, individually or jointly with any other person or entity, directly or indirectly, in or to the Intellectual Property Rights.

(g) Employment Agreements. Duly executed Quest employment agreements in the forms attached hereto as Exhibits C-1 through C-6 (the "Employment Agreements") from each of Stephenson, Mike Comer, Gary Patalsky, Anand Byrappagari, Diane Gruseck and Inna Nill.

(h) Release of Encumbrances. Such documents and instruments as Quest may reasonably request to evidence the release of all Encumbrances to which any of the

COPY

Purchased Assets are subject (other than Encumbrances in favor of Quest) including, without limitation, to the extent any financing statements have been filed or any other filings made to perfect a security interest therein, UCC termination statements and such other filings as Quest may reasonably request in order to evidence the release of such Encumbrances.

(i) Separation Agreement. A duly executed separation and release agreement between the Company and Barker, in a form reasonably satisfactory to Quest.

(j) Other Deliveries. Such other documents and instruments as Quest may reasonably request to evidence or effectuate the transactions contemplated by this Agreement.

8.2 Closing Deliveries of Quest. Concurrently with the execution and delivery of this Agreement, Quest shall deliver to the Company the following documents and instruments, in form and substance reasonably satisfactory to the Company.

(a) Secretary's Certificate. A certificate of its Secretary or Assistant Secretary certifying resolutions of its Board of Directors authorizing the execution, delivery and performance of this Agreement and the execution, delivery and performance of all other agreements, documents and transactions contemplated hereby; and the incumbency of the officers of Quest executing this Agreement and all other agreements and documents contemplated hereby.

(b) Stock Certificates. One or more duly executed stock certificates of Quest registered in the name of the Company and evidencing the ownership of the Quest Common Stock (or cash in lieu thereof as provided in Section 3.1 of this Agreement).

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## ARTICLE IX

### INDEMNIFICATION

9.1 Indemnity. The Noteholders jointly and severally agree to indemnify and hold harmless Quest in respect of any and all Damages (as defined below) that Quest incurs by reason of any Indemnifiable Items (as defined below). As used herein, "Damages" shall mean any direct loss, expense, liability or other damage, including, without limitation, reasonable attorneys' fees, accountants' fees, and all other reasonable costs and expenses of litigation, investigation, defense or settlement of claims (including costs of all appeals related thereto) and amounts paid in settlement to the extent of the amount of such loss, expense, liability or other damage that Quest incurs by reason of the breach by the Company or a Shareholder or Noteholder of any representation, warranty, covenant or agreement of the Company, the Shareholders or the Noteholders, as applicable, contained herein (all such Damages are referred to collectively as the "Indemnifiable Items"). Other than the provisions set forth in this Section 9.1 and in Section 9.3 below, nothing contained in this Article IX shall limit the liability of the Company, the Shareholders or the Noteholders for any breach of any representation, warranty or covenant.

9.2 Third-Party Claims. In the event that a third party asserts or threatens a claim which Quest believes may entitle it to indemnification hereunder, Quest shall promptly notify the

## SCHEDULE 1. LIST OF ASSETS

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### 1.1 Purchased Assets.

#### (a) Fixed Assets.

##### Laptops

- 1 Dell Inspiron 8000
- 1 Dell Inspiron 7500
- 13 Dell Latitude CSx 500
- 5 Inspiron 4000

##### Desktops

- 1 Dell Dimension T500
- 9 Dell Dimension 4100
- 1 Dell Dimension L500
- 4 Dell GX 150

##### NT Servers

- 1 Dell PowerEdge 300
- 1 Dell PowerEdge 2400

##### Unix development machines

- 1 Sun Ultra 10 with monitor
- 2 Sun Blade 100 with monitor
- 1 IBM RS/6000 7043-240

##### Accessories

- 1 projector
- 2 Laser printers
- 1 Inkjet printer
- 29 external monitors
- 10 network switches
- Assorted external keyboards/mice
- VPN box
- Fax/copier

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- 1 Nexpath phone switch with 30 internal lines and 18 outside lines
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##### Software

- JDMK developer kit, 1 user
- AdventNet developer kit, 1 user
- Perforce, 20 users
- Microsoft Office for each laptop
- Adobe Photoshop, 1 user

##### Furniture

- 20 secondhand 6x8 cubes
- Assorted secondhand conference room tables and chairs

#### (b) Assigned Contracts.

Lease on 3<sup>rd</sup> floor of 800 Penn Avenue.

COPY

Agreements with XO Communications and Broadstreet Communications for DSL service to 3<sup>rd</sup> floor of 800 Penn Avenue.

Agreements with Adelphia, for telephone service to 3<sup>rd</sup> floor of 800 Penn Avenue.

Contracts listed in Schedule 4.11 and Schedule 4.17(b).

(c) N/A.

(d) Intangible Property and other Assets.

(i) Marks.

Company name Laminar Software, Inc., domains "www.laminarsoft.com", "www.laminarsoft.net", "www.laminarsoftware.com", and the Laminar "circle L" logo; Product name: "eFlex", domain "eflex.net". The company has not registered or applied for registration for any of these trademarks. The company purchased the domain "eflex.net" pursuant to the "Domain Name Transfer and Assignment Agreement" dated August 27, 2001.

(ii) Patents.

Patent / Application Number	Filing / Issue Date	Title	Named Inventors	Owned / Licensed
Provisional application 60/203,206	Filed 5/11/2000	Method of altering behavior of a computer system based on available resources	Robert Barker Pat Stephenson	Assigned to Company by inventors
Application 09/853,371	Filed 5/11/2001	Graceful Degradation System (utility patent application following above).	Pat Stephenson Robert Barker	Assigned to Company by inventors

(iii) Copyrights. None.

(iv) Trade Secrets. None.

1.2 Corporate bank account at PNC. Corporate brokerage account at Merrill Lynch.



Client Code: QSOF.T.139A



**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

**COPY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Laminar Software, Inc.</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>( ) Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Name:</b> Quest Software, Inc.</p> <p><b>Internal Address:</b> Sixth Floor</p> <p><b>Street Address:</b> 8001 Irvine Center Drive</p> <p><b>City:</b> Irvine <b>State:</b> California</p> <p><b>ZIP:</b> 92618</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>( ) Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>( ) Assignment ( ) Security Agreement</p> <p>( ) Merger ( ) Change of Name</p> <p>(X) Other: Confirmation of Assignment</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>February 6, 2003</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 09/853,371</p> <p>Filing Date: May 11, 2001</p> <p>Additional numbers attached?</p> <p>( ) Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 20,995</p> <p><b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP 2040 Main Street, 14<sup>th</sup> Floor Irvine, CA 92614</p> <p><b>Return Fax:</b> (949) 760-9502</p> <p><b>Attorney's Docket No.:</b> QSOF.T.139A</p>	<p>6. Total number of applications and patents involved: 1</p> <p><b>COPY</b></p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Enclosed</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>John R. King</u> Name of Person Signing</p> <p><u>John R. King</u> Signature</p> <p><u>8/2/05</u> Date</p> <p>34,362 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 8</p>	

Documents transmitted via Mail to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
Director, U.S. Patent and Trademark Office  
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PATENT

Client Code: QSOFT.139A

CONFIRMATION OF ASSIGNMENT

This Confirmation of Assignment Agreement (hereinafter "Assignment") is effective as of November 8, 2001, between Laminar Software, Inc. and Quest Software, Inc.

WHEREAS, Laminar Software, Inc., a Pennsylvania corporation (hereinafter "ASSIGNOR"), was the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the United States applications for Letters Patents in the United States (hereinafter "the Patent Applications") listed on Schedule A attached hereto;

WHEREAS, Quest Software, Inc., a California corporation having offices at 8001 Irvine Center Drive, Sixth Floor, Irvine, California 92618 (hereinafter "ASSIGNEE") desires to confirm their purchase of the entire right, title, and interest in and to the inventions disclosed in the Patent Applications;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements and all Letters Patents resulting from the said Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

ASSIGNOR confirms and does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

IN TESTIMONY WHEREOF, I have caused this Assignment to be executed as of the date first written above.

LAMINAR SOFTWARE, INC.

Date 16 Feb 2003

Pat Stephenson  
Pat Stephenson

Title: ASSIGNOR

STATE OF Pennsylvania }  
COUNTY OF Allegheny } ss.

On 2-6-03, before me, Pat Stephenson, personally appeared Laminar Software, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
[SEAL]

Sherry Lynn Bruner  
Notary Signature

Notarial Seal  
Sherry Lynn Bruner, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires June 14, 2003

Member, Pennsylvania Association of Notaries

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**SCHEDULE A**

**Schedule of Provisional and Utility Patent Applications**

<b>TITLE</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>
Method of Altering Behavior of a Computer System Based on Available Resources	60/203,206	May 11, 2000
Graceful Degradations System	09/853,371	May 11, 2001

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**ASSET PURCHASE AGREEMENT**

dated as of November , 2001

by and among

**QUEST SOFTWARE, INC.,**

**LAMINAR SOFTWARE, INC.,**

**ROBERT J. BARKER and PAT STEPHENSON,**

**and**

**The holders of Laminar Convertible Notes Party Hereto**

ARTICLE VIII  
CLOSING DELIVERIES

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8.1 Closing Deliveries of the Company, the Shareholders and the Noteholders. Concurrently with the execution and delivery of this Agreement, the Company, the Shareholders and the Noteholders, as applicable, shall deliver to Quest the following documents and instruments, in form and substance reasonably satisfactory to Quest:

- (a) Bill of Sale. A duly executed Bill of Sale and such other instruments of transfer as may be reasonably requested by Quest, in form and substance reasonably satisfactory to Quest, providing for the transfer of the Purchased Assets.
- (b) Consents. Duly executed copies of all consents of third parties required in order for the Company and the Shareholders to consummate the transactions contemplated by this Agreement, in form and substance reasonably satisfactory to Quest, including, without limitation, an assignment of lease (and consent to such assignment) relating to that certain Lease between the Company and Regional Industrial Development Corporation of Southwestern Pennsylvania, dated August 1, 2001, concerning the real property located at 800 Penn Ave., Pittsburgh, Pennsylvania 15222.
- (c) Secretary's Certificate. A certificate of its Secretary certifying as to:
  - (i) Resolutions of its shareholders and Board of Directors approving and authorizing the execution, delivery and performance of this Agreement and the execution, delivery and performance of all other agreements, documents and transactions contemplated hereby; and
  - (ii) The incumbency of its officers executing this Agreement and all other agreements and documents contemplated hereby.
- (d) Proprietary Information Agreements. Proprietary Information Agreements with Quest in Quest's standard form from all former employees of the Company who are expected to become employed by Quest following the date of this Agreement.
- (e) Opinion. A duly executed legal opinion from Buchanan Ingersoll Professional Corporation, substantially in the form attached hereto as Exhibit B.
- (f) Transfer of Rights to Technology. An assignment of intellectual property rights from each Shareholder pursuant to which each Shareholder has transferred, sold, assigned and otherwise conveyed to the Company, all right, title and interest that he may hold, individually or jointly with any other person or entity, directly or indirectly, in or to the Intellectual Property Rights.
- (g) Employment Agreements. Duly executed Quest employment agreements in the forms attached hereto as Exhibits C-1 through C-6 (the "Employment Agreements") from each of Stephenson, Mike Comer, Gary Patalsky, Anand Byrappagari, Diane Gruseck and Inna Nill.
- (h) Release of Encumbrances. Such documents and instruments as Quest may reasonably request to evidence the release of all Encumbrances to which any of the

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Purchased Assets are subject (other than Encumbrances in favor of Quest) including, without limitation, to the extent any financing statements have been filed or any other filings made to perfect a security interest therein, UCC termination statements and such other filings as Quest may reasonably request in order to evidence the release of such Encumbrances.

(i) Separation Agreement. A duly executed separation and release agreement between the Company and Barker, in a form reasonably satisfactory to Quest.

(j) Other Deliveries. Such other documents and instruments as Quest may reasonably request to evidence or effectuate the transactions contemplated by this Agreement.

8.2 Closing Deliveries of Quest. Concurrently with the execution and delivery of this Agreement, Quest shall deliver to the Company the following documents and instruments, in form and substance reasonably satisfactory to the Company.

(a) Secretary's Certificate. A certificate of its Secretary or Assistant Secretary certifying resolutions of its Board of Directors authorizing the execution, delivery and performance of this Agreement and the execution, delivery and performance of all other agreements, documents and transactions contemplated hereby; and the incumbency of the officers of Quest executing this Agreement and all other agreements and documents contemplated hereby.

(b) Stock Certificates. One or more duly executed stock certificates of Quest registered in the name of the Company and evidencing the ownership of the Quest Common Stock (or cash in lieu thereof as provided in Section 3.1 of this Agreement).

(c) Other Deliveries. Such other documents and instruments as the Company may reasonably request to evidence or effectuate the transactions contemplated by this Agreement.

## ARTICLE IX

### INDEMNIFICATION

9.1 Indemnity. The Noteholders jointly and severally agree to indemnify and hold harmless Quest in respect of any and all Damages (as defined below) that Quest incurs by reason of any Indemnifiable Items (as defined below). As used herein, "Damages" shall mean any direct loss, expense, liability or other damage, including, without limitation, reasonable attorneys' fees, accountants' fees, and all other reasonable costs and expenses of litigation, investigation, defense or settlement of claims (including costs of all appeals related thereto) and amounts paid in settlement to the extent of the amount of such loss, expense, liability or other damage that Quest incurs by reason of the breach by the Company or a Shareholder or Noteholder of any representation, warranty, covenant or agreement of the Company, the Shareholders or the Noteholders, as applicable, contained herein (all such Damages are referred to collectively as the "Indemnifiable Items"). Other than the provisions set forth in this Section 9.1 and in Section 9.3 below, nothing contained in this Article IX shall limit the liability of the Company, the Shareholders or the Noteholders for any breach of any representation, warranty or covenant.

9.2 Third-Party Claims. In the event that a third party asserts or threatens a claim which Quest believes may entitle it to indemnification hereunder, Quest shall promptly notify the

## SCHEDULE 1. LIST OF ASSETS

### 1.1 Purchased Assets.

#### (a) Fixed Assets.

##### Laptops

- 1 Dell Inspiron 8000
- 1 Dell Inspiron 7500
- 13 Dell Latitude CSx 500
- 5 Inspiron 4000

##### Desktops

- 1 Dell Dimension T500
- 9 Dell Dimension 4100
- 1 Dell Dimension L500
- 4 Dell GX 150

##### NT Servers

- 1 Dell PowerEdge 300
- 1 Dell PowerEdge 2400

##### Unix development machines

- 1 Sun Ultra 10 with monitor
- 2 Sun Blade 100 with monitor
- 1 IBM RS/6000 7043-240

##### Accessories

- 1 projector
- 2 Laser printers
- 1 Inkjet printer
- 29 external monitors
- 10 network switches
- Assorted external keyboards/mice
- VPN box
- Fax/copier

##### Phone

- 1 Nexpath phone switch with 30 internal lines and 18 outside lines
- 25 telephones

##### Software

- JDMK developer kit, 1 user
- AdventNet developer kit, 1 user
- Perforce, 20 users
- Microsoft Office for each laptop
- Adobe Photoshop, 1 user

##### Furniture

- 20 secondhand 6x8 cubes
- Assorted secondhand conference room tables and chairs

#### (b) Assigned Contracts.

Lease on 3<sup>rd</sup> floor of 800 Penn Avenue.

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Agreements with XO Communications and Broadstreet Communications for DSL service to 3<sup>rd</sup> floor of 800 Penn Avenue.

Agreements with Adelphia, for telephone service to 3<sup>rd</sup> floor of 800 Penn Avenue.

Contracts listed in Schedule 4.11 and Schedule 4.17(b).

(c) N/A.

(d) Intangible Property and other Assets.

(i) Marks.

Company name Laminar Software, Inc., domains "www.laminarsoft.com", "www.laminarsoft.net", "www.laminarsoftware.com", and the Laminar "circle L" logo; Product name: "eFlex", domain "eflex.net". The company has not registered or applied for registration for any of these trademarks. The company purchased the domain "eflex.net" pursuant to the "Domain Name Transfer and Assignment Agreement" dated August 27, 2001.

(ii) Patents.

Patent / Application Number	Filing / Issue Date	Title	Named Inventors	Owned / Licensed
Provisional application 60/203,206	Filed 5/11/2000	Method of altering behavior of a computer system based on available resources	Robert Barker Pat Stephenson	Assigned to Company by inventors
Application 09/853,371	Filed 5/11/2001	Graceful Degradation System (utility patent application following above).	Pat Stephenson Robert Barker	Assigned to Company by inventors

(iii) Copyrights. None.

(iv) Trade Secrets. None.

1.2 Corporate bank account at PNC. Corporate brokerage account at Merrill Lynch.